



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

4124 417

1. EDS Number: D20-9-4612	2. Date prepared: 2/25/2009
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## 3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 1
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

## FISCAL INFORMATION

4. Account Number: 5220-10650.537000	5. Account Name: Office of Technology
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2009	\$0.00
Year 2010	\$0.00
Year 2011	\$0.00
Year	\$

## TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 12/1/2008	12. To ( month, day, year ): 11/30/2011
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# 8-43	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> Other (specify)	

35. Will the attached document involve data processing or telecommunications systems(s)? ☒ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):  
INDIANA CODE 5-22-6-1 ET SEQ

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)  
Amend the Employment Option in the Professional Services Contract.

38. Justification of vendor selection and determination of price reasonableness:  
Contractor demonstrated through their response to RFP 8-43 that they are capable of providing such MSP solution. The contractor submitted a list of MBE and WBE vendors but the percentage was not provided by vendor. MBE commitment is 39%; WBE is 22%.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency/fiscal officer or representative approval <i>Sandy Jones</i>	41. Date Approved 2/25/09	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 3/2/09
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 3/3/09	46. Agency representative receiving from AG <i>[Signature]</i>	47. Date Approved

X

## AGENCY INFORMATION

14. Name of agency: Office of Technology	15. Requisition Number: 0000004612
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16. Address: Indiana Office of Technology  
Receiving-Input Output Window  
100 N SENATE AVE RM N551  
INDIANAPOLIS, IN 46204

## AGENCY CONTACT INFORMATION

17. Name: Sandy Jones	18. Telephone #: 317/234-0246
19. E-mail address: sejones@iot.in.gov	

## COURIER INFORMATION

20. Name: Mary Watson	21. Telephone #: 317/234-6009
22. E-mail address: mwatson@iot.in.gov	

## VENDOR INFORMATION

23. Vendor ID # 0000054131	
24. Name: GUIDESOFT INC	25. Telephone #: N/A
26. Address: KNOWLEDGE SERVICES 8275 ALLISON POINTE TRAIL #120 INDIANAPOLIS, IN 46250	

27. E-mail address: n/a	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	30. If yes, list the %: Minority: 39 % Women: 22 %
31. Sub Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	32. If yes, list the %: Minority: 39 % Women: 22 %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED

MAR 03 2009

OAG-ADVISORY



35013-001

**PROFESSIONAL SERVICES CONTRACT**  
**For MANAGED SERVICE PROVIDER SERVICES**

**Amendment # 1**

This Amendment #1 modifies the Professional Services Contract for Managed Service Provider Services ("Contract"), dated December 22, 2008, entered into by and between the Indiana Office of Technology (the "State"), GuideSoft, Inc. d/b/a Knowledge Services (Contractor)

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

Revise section 17, "Employment Option," to read as follows:

**17. Employment Option**

If the State determines that it would be in the State's best interest to hire a resource of the contractor or a participating program supplier vendor after a period of six (6) months, the contractor or supplier vendor will release the selected resource from any non-compete agreements that may be in effect. This release will be at no cost to the State, contractor or the resource.

If the State determines that it would be in the State's best interest to hire a resource of the contractor or a participating program supplier vendor prior to completion of a six (6) month term of engagement, the State will notify the contractor or applicable supplier vendor, or the resource, who in turn will notify the contractor or applicable supplier vendor, of the State's intent to hire the resource. The State will negotiate a conversion fee with the contractor or applicable supplier vendor, which shall not exceed the maximum rates detailed below:

<b>Hire Month</b>	<b>During Month 1</b>	<b>During Month 2</b>	<b>During Month 3</b>	<b>During Month 4</b>	<b>During Month 5</b>	<b>During Month 6</b>	<b>After Month 6</b>
<b>Maximum/ not to exceed conversion fee</b>	20% of first year annual salary	15% of first year annual salary	12.5% of first year annual salary	10% of first year annual salary	7.5% of first year annual salary	5% of first year annual salary	0% of first year annual salary

The first year annual salary will be the annual salary that would be paid to the resource by the State during the first year of service, exclusive of any benefits or fees paid to the resource.

All other matters previously agreed to and set forth in the original Contract and its Attachments and not affected by this Amendment shall remain in full force and effect.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The Parties, having read and understand the foregoing terms of this Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

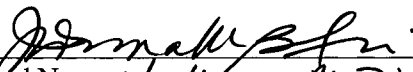
### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor :)


(Where Applicable)

By:   
Printed Name: Julidanna M. Bielawski  
Title: CEO  
Date: 2/23/09

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indiana Office of Technology**

**Department of Administration**

 (for)  
Gerry Weaver, Chief Information Officer


 (for)  
Mark W. Everson, Commissioner

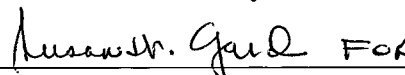
Date: 25-Feb-2009

Date: 2/28/2009

**State Budget Agency**

**APPROVED as to Form and Legality:**  
**Office of the Attorney General**

 (for)  
Christopher A. Ruhl, Director  
Director  
Date: 3/2/09

 (for)  
Greg Zoeller, Attorney General  
Date: 3/3/09